

IT IS EXPECTED THAT A QUORUM OF THE PERSONNEL COMMITTEE, BOARD OF PUBLIC WORKS, PLAN COMMISSION, AND ADMINISTRATION COMMITTEE WILL BE ATTENDING THIS MEETING; (ALTHOUGH IT IS NOT EXPECTED THAT ANY OFFICIAL ACTION OF ANY OF THOSE BODIES WILL BE TAKEN)

CITY OF MENASHA
Special Session Common Council
140 Main Street, 3rd Floor Council Chambers

July 31, 2008

6:30 PM

AGENDA

 [← Back](#)  [Print](#)

1. CALL TO ORDER

A. Call to Order

2. PLEDGE OF ALLEGIANCE

A. Pledge of Allegiance

3. ROLL CALL/EXCUSED ABSENCES

A. Roll Call

4. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Communications:

1. Moody's Investors Service Report, 7/17/08: City of Menasha Credit Rating

☐

[Attachments](#)

2. Moody's Investors Service Report, 7/25/08; Menasha Utilities Credit Rating

☐

[Attachments](#)

5. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY

Five (5) minute time limit for each person

**A. People from the gallery to be heard; only pertaining to matters on the agenda.
Five (5) minute time limit for each person.**

6. DISCUSSION

A. Presentation by Carol Wirth of Wisconsin Public Finance Professionals, LLC

7. HELD OVER BUSINESS

A. Motion to remove from the table - R-14-08 Resolution Authorizing the Issuance and Sale of \$5,280,000 General Obligation Promissory Notes (Ald. Hendricks)

☐

[Attachments](#)

B. Motion to remove from the table - R-15-08 Resolution Authorizing the Issuance and Sale of \$4,715,000 Taxable General Obligation Promissory Notes (Ald. Hendricks)

☐

[Attachments](#)

8. ADJOURNMENT

A. Adjournment

"Menasha is committed to its diverse population. Our Non-English speaking population or those with disabilities are invited to contact the Menasha City Clerk at 967-3600 24 hours in advance of the meeting so special accommodations can be made."

New Issue: Menasha (City of) WI

MOODY'S HAS ASSIGNED AN A3 RATING TO THE CITY OF MENASHA'S (WI) \$5.3 MILLION GO PROMISSORY NOTES, AND ITS \$4.72 MILLION TAXABLE GO PROMISSORY NOTES; OUTLOOK IS REVISED TO NEGATIVE

A3 AFFIRMATION WITH A NEGATIVE OUTLOOK AFFECTS \$30 MILLION OF OUTSTANDING DEBT

Municipality
WI

Moody's Rating

ISSUE		RATING
General Obligation Promissory Notes		A3
Sale Amount	\$5,280,000	
Expected Sale Date	07/17/08	
Rating Description	General Obligation	

Taxable General Obligation Promissory Notes	A3
Sale Amount	\$4,715,000
Expected Sale Date	07/17/08
Rating Description	General Obligation

Opinion

NEW YORK, Jul 17, 2008 -- Moody's Investors Service has assigned an A3 rating with a negative outlook to the City of Menasha's (WI) \$5.3 million General Obligation Promissory Notes, and its \$4.72 million Taxable General Obligation Promissory Notes. Concurrently, Moody's has affirmed the A3 rating and assigned a negative outlook to \$30 million of its outstanding debt, including the current issues. Both obligations are secured by Menasha's general obligation unlimited tax pledge, with the tax exempt notes financing traditional CIP projects for 2008 and 2009, with the remaining portion refinancing several short term instruments originally issued for TID 3,7,8 and 9 purposes. The taxable notes will also refinance several short term obligations originally issued for TID 5, 7,8 and 9 related improvements. Assignment of the A3 rating with a negative outlook reflects Menasha's moderately sized tax base favorably located in the Fox Valley region, pressured but sound financial operations, average wealth levels, a high debt burden resulting largely from substantial steam utility obligations (see below) and continued uncertainty of the utility in its ability to become self-sufficient which has the potential to negatively impact the city general operations.

LOCAL ECONOMY RELIANT ON PAPER INDUSTRY

Moody's expects the city's tax base, currently standing at \$999 million and which has posted a somewhat slow sound 4.8% five year average annual growth rate, to continue to grow at a modest but steady pace due to its favorable location and use of incentives to encourage redevelopment. New valuation figures will not be available for at least another month, but officials believe that the EAV figures for 2008 will parallel the trends experienced in 2007. Like its neighbors regionally, the city's residential section has seen a decided slowing in activity, but no major price erosion has occurred. The performance of some of the city's TIF's has necessitated a donor/recipient relationship, which is built into some of the assumptions underlying the current borrowings. Some TIF districts are doing well, some have dealt with a change in valuation when Banta reorganized its local operations, and some have potential, namely TIF 9, a mixed used area whose early indications are encouraging. While Menasha's top ten tax payers account for a modest 8.4% of assessed value, the Fox Valley region as a whole does exhibit a degree of employment concentration in printing and paper related fields, as well as manufacturing. Kimberly Clark (sr unsec A2) on of the area's largest employers is in the final year of a 3 year 10% worldwide workforce reduction. In addition to a nearby facility in Neenah, one of Kimberly Clark's three facilities in the Town of Menasha (GO rated A1) closed at the end of 2007, affecting roughly 450 jobs, though employment at other local KC facilities saw a modest gain as part of the consolidation. By capturing economies of scale and using a lower cost fuel, the steam project has the potential to give its existing customer base a cost advantage. City resident's socio-economic indices are slightly below state levels, while Winnebago County's (GO rated Aa2) May unemployment rate of 4.0% compared favorably to both the state and national levels of 4.2% and 5.2% respectively.

SOUND FINANCIAL OPERATIONS SUPPORTED BY SOLID RESERVES

Moody's believes the city's financial operations will remain stable due to conservative budgeting practices and the support provided by a satisfactory and liquid General Fund balance. After ending 2003 with a \$145,000 operating deficit due to city council's goal of maintaining property tax rates at current levels, the General Fund enjoyed a \$298,000 surplus in 2004, a small \$17,000 surplus in 2005, and a larger \$589,000 surplus in 2006, increasing the balance to \$4.3 million or a solid 27.3% of revenues, exceeding the city's target of maintaining 10% undesignated. In response to increasing fiscal pressure and property tax limitations, officials continued to explore non-levy sources to provide budgetary flexibility, such as increasing user fees, increased use of special assessments, contract concessions, the creation of a storm utility (providing some relief to the General Fund by shifting from a levy based operation to one which is fee based). Preliminary 2007 General Fund figures reveal an estimated \$335,000 decline, but it was essentially balanced when netting out the impact of a \$250,000 transfer from the General Fund to a separate account which covers future benefit payments. So far into 2008, officials report the General Fund is tracking to yield balanced operations at year end. Despite continuing to operate under levy limits, bargaining unit contracts coming up for renegotiation (as are negotiations with a new health insurance provider), Moody's believes the city's past track record of accommodating such concerns into its past budgets bodes well for 2009. Though the steam utility was expected to be self-sufficient, given the magnitude of its related debt, and level of commitment of the city's operating funds to the utility (see below), Moody's believes the potential exists for a deleterious impact to the city's overall balance sheet should operations vary materially from budgetary targets. Unlike in 2007 when the utility twice accessed its stabilization account, the utility has been able to meet its March 2008 interest payment without requiring city support, and reportedly has a sufficient cash position to cover its September 2008 interest payment as well. Over the coming months, as the vehicle used to retire the utility's outstanding BANS takes shape (along with additional utility history), the potential exposure to the city's operating funds on an annual basis will be better quantified. Moody's will continue to monitor such an impact (if any) as steam operations continue to move from projected to actual, and closer to the September 2009 maturity of the steam revenue BANS.

HIGH DEBT BURDEN APPROACHES DEBT LIMITATION

In 2004 the city decided to convert a portion of its electric generation plant into an industrial steam production facility to assist neighboring paper mills who expressed an interest in purchasing steam from a central power plant utilizing coal as the primary fuel, thereby significantly reducing operating costs- something especially important for an industry which has been under strong pricing pressures. After initial \$12.7 million Steam Revenue BANS issued in early 2005 which were expected to finance the entire conversion, Menasha issued additional GO backed debt to complete the project whose costs had exceeded initial estimates, as well as make necessary changes to burn a different fuel source (Powder River Basin coal). After absorbing the additional expense and experiencing delays in delivering steam, all of the expected borrowing necessary for the conversion has been issued, and all customers with a signed contract online. Though should additional customers desire to hook up, additional capital expenditures could be required.

Though the utility is in its third year of operation, both 2006 and 2007 are relatively unique, as customers were coming on line at different times, later than expected, as well as unforeseen mechanical issues required not only additional capital outlay, but caused downtime on certain components which hurt revenues. Both Steam Revenue BANS outstanding are included in the city's debt ratio due to the appropriation pledge underlying both the short term debt, and any long term steam revenue bonds. At 7.1%, the city's direct debt burden is high (8.9% overall), yielding a similarly high direct debt per capita of \$4,114, though slightly more than one third of the city's direct debt ratio is driven by the \$24.2 million of steam utility revenue BANS. Another significant portion of Menasha's debt is expected to be payable from TIF revenues. With the current issuances, the city is expecting to certain donor/recipient relationships, with the expectation that TIF revenues along with special assessments will cover a good portion of debt service. As the city's TIF progress, a decision will be made on permanently financing the balloon maturity on the Taxable Notes. Moody's recognizes that recent borrowing has pushed the city's debt near its allowable debt ceiling. Based on historical valuation growth and its current debt structure, Menasha expects and has slowly moved away from its debt ceiling, and as of next month will have roughly \$7.2 million of capacity. No major city projects requiring bonding are foreseen at this time outside of small CIP related borrowings. Moody's will continue to monitor the city's debt profile and structure comment as appropriate.

Outlook

Assignment of the negative outlook reflects continued uncertainty on the long term impact by the utility on the city's operations given the absence of comparable audited history with slightly more than thirteen months until maturity of the utility's BANS. The utility experienced significant increase in the original cost estimate of the steam project (\$12.7 million vs. almost \$40 million), and the associated additional risk such a potential burden presents to the city's underlying credit profile, since the entire amount carries either the GOULT pledge of the city, or its appropriation pledge. To date, the impact on the city has been largely to elevate its debt position. Beyond debt obligations going directly to the utility for project work, a portion of previously issued bonds were used to replenish the utility's stabilization fund (due to poor operating performance in 2007), and to make a penalty payment for disrupted steam delivery (also in 2007). So far in 2008, the utility's operations have improved relative to 2007 and it has not required city intervention to make debt payments on the BANS. Though the first several months of 2008 are encouraging and some of the worst technical issues appear to have been reduced (but not totally eliminated), the question of establishing the utility's ability to

consistently meet revenue and cost estimates while delivering a reliable supply of steam over the longer run is unclear. Future analysis will evaluate the potential impact on city operations presented by the structure of the utility's permanent refinancing. Such analysis (as all Moody's credit reviews do) will also include a comprehensive evaluation of the city's broader credit factors to determine if they remain consistent with its assigned rating category based on published rating methodologies.

WHAT COULD MAKE THE RATING GO DOWN

- Pressured steam utility operations adversely impacting general city operations
- Further weakening of the city debt position
- Stagnation of local economy

WHAT COULD MAKE THE RATING GO UP (OUTLOOK REVISED TO STABLE)

- Permanent financing obligation that does not create the potential for an onerous burden on the city's operations
- Steam utility posting targeted revenue and cost estimates, allowing it to be self-sufficient
- Continued projected stability in steam customer base
- Improvement in city's debt profile; continual movement away from its debt ceiling
- Increased economic development and diversification

KEY FACTS

2007 Population (Estimate): 17,354 (6.3% increase since 2000)

2007 Full Valuation: \$999 million

2007 Full Valuation per Capita (Estimate): \$57,546

Direct Debt (Steam Utility BANs Included): 7.1%

Overall Debt: 8.9%

Fiscal 2007 General Fund Balance(almost final): \$3.92 million (24.7% of revenues)

2000 Per Capita Income as a % of State: 97.5% (96.1% of US)

2000 Median Family Income as a % of State: 89.6% (94.7% of US)

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Rating Update: Menasha (City of) WI Steam Enterprise

MOODY'S AFFIRMS MIG 3 RATING ON CITY OF MENASHA'S (WI) STEAM REVENUE BANS, AFFECTING \$24.2 MILLION OF DEBT

Electric Utilities
WI

Opinion

NEW YORK, Jul 25, 2008 -- Moody's Investors Service has affirmed the MIG 3 rating on \$24.2 million of the City of Menasha's (WI) steam revenue BANS due September 1st 2009. An additional \$16.6 million of steam related debt carries either the city's GO pledge, or its pledge to issue GO debt for permanent financing. The permanent retirement of the two series of revenue BANS is expected to be taken out with the issuance of steam revenue bonds prior to their September 2009 maturity. The BANS are further backed by the city's appropriation pledge. Assignment of the MIG 3 rating reflects the significant increase in borrowing needs required for project completion- thereby reducing the strength of the appropriation pledge due to practical coverage limitations- mechanical/technical issues and unfavorable budgetary variances which prevent multi-year financial comparisons, lack of clarity as to the structure the long term financing vehicle will take (and hence quantify the potential annual burden on the city), and elevated risks associated with a concentrated customer base. Maintenance of the MIG 3 rating is based on the city's appropriation pledge (on both the BANS and future bonds) and prior and ongoing demonstration of the city to honor such a commitment.

Credit Strengths:

- The city of Menasha has demonstrated and reiterated its commitment to the steam utility's operations both in the form of its appropriation pledge which it honored last year to replenish the utility's reserve fund, and in exploring all available options, including seeking outside counsel, to make the utility self-sufficient
- 2008 operating performance tracking ahead of 2007 results
- Major disruptive technical issues appear to have somewhat subsided

Credit Challenges:

- Lack of comparable audited history which can serve as the basis for long term projections/trends
- To date, no definitive and solidified permanent financing structure
- Failure to secure renegotiated steam supply agreements which would have given partial relief to steam revenues consistently coming in under budget

Moody's has identified several important factors that could trigger a rating action:

- Absence of a permanent financial structure by the early part of 2009
- The features of such a proposed financing appear unfeasible, or create an onerous burden which makes the city's ability to honor its commitment difficult
- Weakening of the utility's financial performance
- The city's level of commitment perceptibly erode

ESCALATED CAPITAL COSTS, PERSISTENT TECHNICAL ISSUES, AND UNFAVORABLE BUDGETARY VARIANCES CONTRIBUTE TO WEAKENING OF CREDIT PROFILE OVER TIME

In 2004, the city decided to convert a portion of its electric generation plant into an industrial steam production facility to assist neighboring paper mills that expressed an interest in purchasing steam from a central power plant utilizing coal as the primary fuel. The ability to purchase this steam from a central plant would significantly reduce operating costs by allowing them to idle their individual natural gas fired boilers and derive efficiencies through economies of scale- something especially important for an industry which has been and continues to be under strong pricing pressures. The project was originally designed to provide steam to four industrial customers: Sonoco-US Mills (sr. unsec. Baa2), SCA Tissue (sr. unsec. Baa1) Alcan (sr. unsec. A3), and George Whiting. Original estimates of the borrowing needs to finance the necessary conversions projected that \$12.7 million would be sufficient, with a one year completion time. As the project progressed, the actual costs were found to materially exceed original estimates, and significant design changes were made during construction. As a result, the total amount borrowed for the project ballooned from the initial \$12.7 million, to roughly \$40 million. During this period of time, SCA refrained from signing a steam supply agreement, leaving the utility with the remaining three, of which, Sonoco represents by far the largest customer (roughly 90% of all steam sales). With SCA not a part of the customer base, the utility, under an agreement with WPPI (rated A1), converts excess generating capacity into electricity, sold on the day ahead MISO market.

The utility's revenues are driven principally by steam sales, behind the meter electric sales, and electric sales in the MISO market. Primary expenditures include coal costs, labor costs, and O&M. Delays in getting all customers online, and mechanical issues with components tied to electrical generation caused 2006 to run a \$1.33 million operating deficit and a \$2.4 million loss including debt service. During 2007, the utility found steam utilization estimates consistently coming in under expectations. Projected MISO market revenues also fell well short of expectation (at the time, the utility was in the real time market). Aggravating the situation were persistent issues with unit 5, which is responsible for behind the meter sales thereby impacting that revenue item. After a delayed start up, unit 5 did not experience reliable use during most of 2007 in order to allow the manufacturer and utility to address the issues (while the machinery is under warranty, the lost revenue during outages are sunk). Concurrent with its revenue pressures, problems with moisture content in purchased coal caused declines in BTU yields, elevating the costs of coal and further aggravating the utility's ability to effectively participate in the MISO market. In mid February 2007 the utility received authorization from Menasha's Common Council to tap \$512,355 of its \$1.65 million reserve fund. Of that total, \$275,355 was used to make the March 1st 2007 interest payment due on the 2005 Steam Revenue BANS, and \$237,000 to make capital and maintenance upgrades to the system. Under the terms of the resolution, the utility was permitted to use up to \$500,000 of the reserve fund for such capital outlay needs, and the use of the reserves for the interest payment did not constitute an event of technical default. Continued weak operating performance necessitated the need for the utility to again use the reserve fund to make the \$871,000 interest payment for its September 2007 interest payments. During the summer of 2007, the City of Menasha issued a \$13.9 million GO Promissory Note, \$1.36 million of which was used to replenish the draws on the Reserve Fund.

Drawing on its reserve for its 2007 debt service payments underscored the steam utility's weak operating performance, driven by material variances from the original business plan. The utility and city took several steps during 2007 in an effort to reverse the negative trends. To address the moisture concerns, the utility put in place a new coal supply contract with a different provider, the terms of which carry a BTU adjustment should the coal provided come below specification, something the old contract did not include. By the end of August 2007, the utility used all of the coal it was contractually obligated to under the old contract. The utility also amended its contract with WPPI allowing it to participate in the day ahead market, giving the advantage of providing somewhat better predictability with pricing. The amended agreement also calls for WPPI to pay the utility for retaining its electrical capacity, a concession worth several hundred thousand dollars annually not included in the original business model.

An independent consultant was retained during 2007 to analyze the utility's operations and make recommendations on specific steps the utility could make to help improve its ability to cover its O&M, revenue and GO obligations. Among the recommendations were various efficiencies the plant could make to economize operating costs through banking boilers during periods of low steam/electric demand, auxiliary steam usage etc. The single most crucial element to the work out plan identified was the need to renegotiate its steam supply contracts. The original contracts priced the steam too low to cover O&M, revenue, and GO debt obligations. The utility has already implemented many of the consultant's recommendations. Un-audited 2007 cash flow figures reveal that for the year, the utility realized a \$1.1 million surplus before debt service, but a \$910,000 loss after accounting for debt service. Further, second half performance in 2007 improved relative to the first half (a loss of \$674,000 vs. a loss of \$274,000), even though there was still a net loss after accounting for all obligations. With the new coal contracts effective in the latter half of 2007, the operating imbalance narrowed, with December 2007 posting the first positive month (after accounting for debt service) since the utility began full operations (\$371,000 surplus before debt service, and \$180,000 surplus afterwards for the month).

CURRENT YEAR PERFORMANCE AHEAD OF BUDGET, STILL BELOW ORIGINAL ASSUMPTIONS

Un-audited 2008 figures through June show both revenues and expenditures ahead of 2007 over the same time period. Major contributing factors are better than expected MISO revenues, favorable coal expenditure variances, and somewhat better reliability from unit 5 (though a planned outage was scheduled to resolve operational issues, and restarted over a slightly longer than expected period of time). During the first half of this year, utility revenues are up \$870,000 over last year, and expenditures down \$434,000 compared to the first half of 2007, contributing to a \$1.7 million surplus thus far before debt service, and \$620,000 after accounting for debt service. Such performance allowed the utility to make its March 2008 interest payment from its own resources, and have sufficient cash on hand to make the upcoming September 2008 interest payment also from internal funds. Moody's recognizes the reversal of previous trends, the utility's better sense of steam customer demand cycles, and reduced technical issues, but believes this view should be tempered with the recognition that the 2008 performance is driven principally by the lower than expected costs of coal (a figure officials expect to converge closer to budget by year end), and favorable MISO revenues (which, as experience has demonstrated, can be volatile). Furthermore, steam related revenues, which account for 70% of the total, are still about 15% below expectations and it does not appear that a renegotiation of the steam supply contracts recommended under the 2007 workout plan is likely.

CREDIT QUALITY DEPENDENT ON TIMELY AND FEASIBLE REFINANCING STRUCTURE

To date, the utility has incurred almost \$40 million of debt related to the project, roughly \$24.2 million of which is in the form of steam revenue BANS, and \$16.6 million with either the city's GO pledge or BANS issued with a pledge to issue GO debt. Most of the bonded expenses are related to capital costs, but a small portion was used to make a penalty payment for disrupted steam delivery, and to replenish the reserve fund. No additional steam related borrowing is anticipated, and all contractually required steam is being delivered to signed customers. Though the financial results through the first half of 2008 are encouraging and some of the worst technical issues appear to have been reduced (but not totally eliminated), the question of establishing the utility's ability to consistently meet revenue and cost estimates while delivering a reliable supply of steam over the longer run is unclear.

Netting out the general obligation debt service, and looking at just revenue debt service, the original plan envisioned a level fifteen year amortization schedule of just under \$2.4 million annually, with a covenant of 1.2 times coverage, which would require just under \$2.9 million of net income before debt service. The 2008 budget projected an ending figure of about \$2.8 million, compared to \$3.05 million in the original plan (though it should be noted, these debt service figures were based on \$22.8 million of principal). Actual first half performance is on track to exceed these levels, but the likelihood of closer to budget coal prices, uncertainty with future MISO pricing, and a small unit 5 outage, suggests the overall 2008 net income figure will likely come in under \$3.0 million. Over the next six months, the utility will shape a long term financing structure built around final 2008 results. If it does not appear that the utility could bear a fifteen year repayment schedule, state law does allow for the BANS to be rolled through 2014, with up to a forty year repayment on the long term debt. Any extension beyond the original 2025 maturity, however, would go beyond the term of existing steam supply contract. As part of the financing, the city and utility could opt to buy down some of the par amount of the proposed revenue bonds from a combination of sources including cash on hand (the city's appropriation pledge is from all available funds, including its other utilities), GO issuance which is limited by statutory caps, and funds from a potential settlement with the original engineering firm. The city is pursuing a recovery claim for \$7.5 million, but the exact amount and timing of a settlement is speculative. Negative rating action may be likely under several scenarios: a proposed financing structure does not materialize by the early part of 2009, or, if proposed, appears to be unfeasible; utility performance weakens, which could increase reliance on the city's appropriation support; or city commitment to the project and repayment of obligations appear to erode.

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RESOLUTION NO. R-14-08

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$5,280,000 GENERAL OBLIGATION PROMISSORY NOTES

Introduced by Mayor Merkes:

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Menasha, Calumet and Winnebago Counties, Wisconsin (the "City") to raise funds for public purposes including paying the cost of construction of street, sidewalk and storm water improvements listed in the City's Capital Improvement Plan and project costs listed in the Project Plan for Tax Incremental District No. 5 (the "Project") and refunding obligations of the City, to wit: the Note Anticipation Notes, Series 2006A, dated June 1, 2006 (the "2006A Notes") and \$2,380,000 in principal amount of the 2009 maturity of the Bond Anticipation Notes, dated December 15, 2004 (the "2004 Notes") (collectively, the "Refunded Obligations") (hereinafter the refinancing of the City's Refunded Obligations shall be referred to as the "Refunding"), and there are insufficient funds on hand to pay said costs;

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes and to refinance their outstanding obligations; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell the Notes to _____ (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FIVE MILLION TWO HUNDRED EIGHTY THOUSAND DOLLARS (\$5,280,000) from the Purchaser in accordance with the terms and conditions of the Proposal which is hereby accepted and the Mayor and City Clerk are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, general obligation promissory notes aggregating the principal amount of FIVE MILLION TWO HUNDRED

EIGHTY THOUSAND DOLLARS (\$5,280,000) (the "Notes") for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be dated August 1, 2008; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; shall bear interest at the rates per annum; and shall mature on September 1 of each year, in the years and principal amounts as set forth on the schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Schedule"). Interest is payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2009. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes maturing on September 1, 2016 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on September 1, 2015 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2008 through 2016 for the payments due in the years 2009 through 2017 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund and Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$5,280,000 General Obligation Promissory Notes, dated August 1, 2008" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Clerk shall deposit in such Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above)

shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and by the Refunded Obligations and their ownership, management and use will not cause the Notes or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by its fiscal agent, if any, sealed with its official or corporate

seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing.

Section 12. Payment of the Notes. The principal of and interest on the Notes shall be paid in lawful money of the United States of America by the City Clerk or City Treasurer.

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall keep books for the registration and for the transfer of the Notes. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the City Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the City Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The City Clerk shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the

"Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. This Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provision of this Undertaking shall not be an event of default with respect to the Notes).

The City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 17. Redemption of the 2006A Notes. The 2006A Notes are hereby called for prior payment and redemption on September 1, 2008 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with its financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP") to cause timely notice of redemption, in substantially the form attached hereto as Exhibit D-1 and incorporated herein by this reference (the "2006A Notice"), to be provided at the times, to the parties and in the manner set forth on the 2006A Notice.

Section 18. Redemption of the 2004 Notes. A portion of the 2004 Notes due on September 1, 2009 in the principal amount of \$2,380,000 is hereby called for prior payment and redemption on September 1, 2008 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with WPFP to cause timely notice of redemption, in substantially the form attached hereto as Exhibit D-2 and incorporated herein by this reference (the "2004 Notice"), to be provided at the times, to the parties and in the manner set forth on the 2004 Notice.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser of the Notes determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the

bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Approval of Financial Advisory Agreement. The Financial Advisory Agreement between the City and WFPF (the "Agreement"), which is attached hereto as Exhibit E and incorporated herein by this reference, is hereby ratified and approved and the appropriate officer of the City is hereby authorized and directed to execute said Agreement on behalf of the City.

Section 22. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded July 21, 2008.

Donald Merkes
Mayor

ATTEST:

Deborah A. Galeazzi
City Clerk

(SEAL)

EXHIBIT A

Note Purchase Proposal

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the
Resolution.

(See Attached)

EXHIBIT C

(Form of Note)

REGISTERED UNITED STATES OF AMERICA
STATE OF WISCONSIN DOLLARS
CALUMET AND WINNEBAGO COUNTIES
NO. R-____ CITY OF MENASHA \$_____
GENERAL OBLIGATION PROMISSORY NOTE

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:

September 1, _____ August 1, 2008 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Menasha, Calumet and Winnebago Counties, Wisconsin (the "City"), hereby acknowledges its debt to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date specified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2009 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$5,280,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of construction of street, sidewalk and storm water improvements and project costs listed in the Project Plan for Tax Incremental District No. 5 and refunding certain outstanding obligations of the City, all as authorized by a resolution of the Common Council duly adopted by said governing body at a meeting held on July 21, 2008. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on September 1, 2016 and thereafter are subject to redemption prior to maturity, at the option of the City, on September 1, 2015 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the City exercises its option to redeem the Notes prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission or electronic transmission, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

This Note is transferable only upon the books of the City kept for that purpose at the office of the City Clerk or City Treasurer, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the City Clerk or City Treasurer, by the registered owner in person or his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the City Clerk duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The City shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual

irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Menasha, Calumet and Winnebago Counties, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of August 1, 2008.

CITY OF MENASHA,
CALUMET AND WINNEBAGO COUNTIES,
WISCONSIN

By: _____
Donald J. [unclear]
Mayor

(SEAL)

By: _____
Deborah A. Galeazzi
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

COPY

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT D-1

NOTICE OF FULL CALL*

Regarding

CITY OF MENASHA
CALUMET AND WINNEBAGO COUNTIES, WISCONSIN
\$1,440,000 NOTE ANTICIPATION NOTES, SERIES 2006A, DATED JUNE 1, 2006

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called by the City for prior payment on September 1, 2008 at the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
09/01/09	\$1,440,000	4.50%	586464YZ6

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before September 1, 2008.

Said Notes will cease to bear interest on September 1, 2008.

By Order of the
Common Council
City of Menasha
City Clerk

Dated _____

* To be provided by facsimile or electronic transmission, registered or certified mail, or overnight express delivery to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 55 Water Street, 50th Floor, New York, NY 10041-0099, not less than thirty (30) days nor more than sixty (60) days prior to September 1, 2008 and to nationally recognized municipal securities information repositories (NRMSIRs), the MSRB and any other depositories.

** If the Notes are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed with the MSRB using Material Events Notice Cover Sheet available at http://www.msrb.org/msrb1/cdi/pdf/Generic_Cover_Sheet_and_Instructions.pdf

EXHIBIT D-2

NOTICE OF CALL*

Regarding

CITY OF MENASHA
CALUMET AND WINNEBAGO COUNTIES, WISCONSIN
\$3,700,000 BOND ANTICIPATION NOTES, DATED DECEMBER 15, 2004

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called by the City for prior payment on September 1, 2008 at the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
09/01/09	\$2,380,000***	3.10%	586464YK9

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before September 1, 2008.

Said Notes will cease to bear interest on September 1, 2008.

By Order of the
Common Council
City of Menasha
City Clerk

Dated _____

* To be provided by facsimile transmission, registered or certified mail, or overnight express delivery to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 55 Water Street, 50th Floor, New York, NY 10041-0099, not less than thirty (30) days nor more than sixty (60) days prior to September 1, 2008 and to nationally recognized municipal securities information repositories (NRMSIRs), the MSRB and any other depositories.

** If the Notes are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed with the MSRB using Material Events Notice Cover Sheet available at http://www.msrb.org/msrb1/cdi/pdf/Generic_Cover_Sheet_and_Instructions.pdf

*** Represents a portion of the principal amount outstanding of this maturity.

EXHIBIT E

Financial Advisory Agreement

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)



Wisconsin Public Finance
Professionals, LLC
P.O. Box 510038
New Berlin, WI 53151
(414) 434-9644
(262) 782-2481 Fax

Financial Advisory Agreement

City of Menasha, Calumet and Winnebago Counties, Wisconsin

\$5,280,000 General Obligation Promissory Notes - 2008

Wisconsin Public Finance Professionals, LLC ("WPFP") will perform financial advisory services for the City of Menasha, Calumet and Winnebago Counties, Wisconsin ("City") \$5,280,000 General Obligation Promissory Notes dated August 1, 2008 ("Obligations"). The City hereby retains WPFP as its Financial Advisor to perform the services listed below in accordance with the terms of this Financial Advisory Agreement.

1. Attend meetings as requested with Administration, Committees and Common Council to provide and explain information on various financial matters related to debt issuance, refinancing, tax incremental district analysis, financial flexibility, bond rating, and related State and Federal regulations.
2. Confer with City and utility administrative staff as to be completely familiar with the projects, tax incremental districts, and utilities. Based upon this research, tentative financing structures will be prepared and discussed.
3. Discuss with City's administrative staff the date, time and method of selling the Obligations.
4. Upon approval by the City of the structure of the financing, WPFP will coordinate the financing details and review legal documents prepared by the City's nationally recognized municipal bond attorney ("Bond Counsel") for the issuance of the Obligations.
5. Prepare City for a rating on the Obligations including coordinating and assisting in presentation to Moody's Investors Service, Inc. Financial information including audits, budgets, projections for the City, tax increment districts and utilities, as well as supporting economic information will be submitted to Moody's to secure the best investment rating possible.
6. Prepare and circulate a Near Final Official Statement describing the details of the Obligations and the City's economic/demographic and financial information to prospective underwriters and/or investors. As Financial Advisor, WPFP will assist the City with coordinating the sale of the Obligations.
7. WPFP will perform all services required to coordinate the completion of closing documents with the City's Bond Counsel, preparation of final amortization schedules, and preparation and distribution of the Final Official Statement. WPFP will also perform all services required to coordinate all participants to accomplish the closing of the financing and delivery of funds.
8. If the Obligations are issued to refund existing debt being redeemed prior to maturity, WPFP will, on behalf of the City, cause the timely notice of redemption as prepared by the City's Bond Counsel, to be provided at the times, to the parties and in the manner set forth in the Notice of Call.

9. WFPF shall gather and prepare the information to be contained in the Annual Report as required by the Continuing Disclosure Certificates executed by the City. WFPF shall file the Annual Report, on behalf of the City, as dissemination agent, with the appropriate nationally recognized municipal securities repositories.
10. WFPF will work with the City's Bond Counsel, whose fees will be paid by the City, and who will prepare the proceedings, provide legal advice concerning the steps necessary to issue the Obligations and issue an unqualified opinion approving the legality of the Obligations and their tax status.
11. WFPF will continuously monitor the City's existing debt for refunding potential.

The City acknowledges that advice and recommendations involve professional judgment on our part and that the results cannot be, and are not, guaranteed.

The City agrees to provide WFPF with information relating to the City, the security for the Obligations and other matters considered appropriate to perform our duties under this Agreement. The City acknowledges that we are entitled to rely on the accuracy and completeness of all information provided by the City on your behalf.

The City acknowledges that the City is responsible for the contents of the Near Final and Final Official Statement and is subject to and may be held liable under federal or state securities laws for misleading or incomplete disclosure.

The City assumes liability for WFPF's fee for services performed under this Financial Advisory Agreement in the amount of \$_____ which includes all necessary in-state travel expenses, printing and distribution of Official Statements, and general out-of-pocket expenses i.e. supplies and copying. The City is liable for fees and expenses of the City's Bond Counsel and rating agency fees.

This Agreement is subject to the special condition that the professional staff assigned to the City is Carol Ann Wirth.

This Agreement may be terminated by either party upon 30-day's written notice. This Agreement may be amended or modified only by a writing signed by both parties. This Agreement is solely for the benefit of the City and WFPF and no other person. WFPF may not assign this Agreement without the City's prior written consent.

WISCONSIN PUBLIC FINANCE
PROFESSIONALS, LLC

CITY OF MENASHA, CALUMET &
WINNEBAGO COUNTIES, WI

By _____
Carol Ann Wirth

By _____

Title _____

Date _____

Date _____

RESOLUTION NO. R-15-08

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$4,715,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES

Introduced by Mayor Merkes:

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Menasha, Calumet and Winnebago Counties, Wisconsin (the "City") to raise funds for the purpose of paying the cost of refunding obligations of the City, to wit: the Taxable Note Anticipation Notes, dated September 1, 2003 (the "2003 Notes"), Taxable Bond Anticipation Notes, dated December 15, 2004 (the "2004 Notes") and Taxable Note Anticipation Notes, Series 2006B, dated June 1, 2006 (the "2006B Notes") (collectively, the "Refunded Obligations") (hereinafter the refinancing of the City's Refunded Obligations shall be referred to as the "Refunding"), and there are insufficient funds on hand to pay said costs;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes to refinance their outstanding obligations; and

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation promissory notes on a taxable rather than tax-exempt basis;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell such taxable general obligation promissory notes to _____ (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FOUR MILLION SEVEN HUNDRED FIFTEEN THOUSAND DOLLARS (\$4,715,000) from the Purchaser in accordance with the terms and conditions of the Proposal which is hereby accepted and the Mayor and City Clerk are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, general obligation promissory notes aggregating the principal amount of FOUR MILLION SEVEN HUNDRED FIFTEEN THOUSAND DOLLARS (\$4,715,000) (the "Notes") for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes"; shall be dated August 1, 2008; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; shall bear interest at the rates per annum; and shall mature on September 1 of each year, in the years and principal amounts as set forth on the schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Schedule"). Interest is payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2009. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes maturing on September 1, 2013 shall be subject to redemption prior to maturity, at the option of the City, on September 1, 2012 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2008 through 2012 for the payments due in the years 2009 through 2013 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund and Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously

issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$4,715,000 Taxable General Obligation Promissory Notes, dated August 1, 2008" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Clerk shall deposit in such Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously

thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Notes; Closing. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by its fiscal agent, if any, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing.

Section 9. Payment of the Notes. The principal of and interest on the Notes shall be paid in lawful money of the United States of America by the City Clerk or City Treasurer.

Section 10. Persons Treated as Owners; Transfer of Notes. The City shall keep books for the registration and for the transfer of the Notes. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the City Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the City Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The City Clerk shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 11. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company,

New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 13. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. This Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provision of this Undertaking shall not be an event of default with respect to the Notes).

The City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 14. Payment of the 2003 Notes. Proceeds of the Notes shall be used to pay the outstanding 2003 Notes on their September 1, 2008 maturity date.

Section 15. Redemption of the 2004 Notes. The 2004 Notes due on September 1, 2009 are hereby called for prior payment and redemption on September 1, 2008 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with its financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP") to cause timely notice of redemption, in substantially the form attached hereto as Exhibit D-1 and incorporated herein by this reference (the "2004 Notice"), to be provided at the times, to the parties and in the manner set forth on the 2004 Notice.

Section 16. Redemption of the 2006B Notes. The 2006B Notes are hereby called for prior payment and redemption on September 1, 2008 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with WPFP to cause timely notice of redemption, in substantially the form attached hereto as Exhibit D-2 and incorporated herein by this reference (the "2006B Notice"), to be provided at the times, to the parties and in the manner set forth on the 2006B Notice.

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser of the Notes determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 19. Approval of Financial Advisory Agreement. The Financial Advisory Agreement between the City and WPPF (the "Agreement"), which is attached hereto as Exhibit E and incorporated herein by this reference, is hereby ratified and approved and the appropriate officer of the City is hereby authorized and directed to execute said Agreement on behalf of the City.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded July 21, 2008.

Donald Merkes
Mayor

ATTEST:

Deborah A. Galeazzi
City Clerk

(SEAL)

EXHIBIT A

Note Purchase Proposal

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT C

(Form of Note)

REGISTERED UNITED STATES OF AMERICA
STATE OF WISCONSIN DOLLARS
CALUMET AND WINNEBAGO COUNTIES
NO. R-____ CITY OF MENASHA \$_____
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
September 1, _____ August 1, 2008 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Menasha, Calumet and Winnebago Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date specified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2009 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$4,715,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the purpose of paying the cost of refunding certain outstanding obligations of the City, all as authorized by a resolution of the Common Council duly adopted by said governing body at a meeting held on July 21, 2008. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on September 1, 2013 are subject to redemption prior to maturity, at the option of the City, on September 1, 2012 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the City exercises its option to redeem the Notes prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission or electronic transmission, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

This Note is transferable only upon the books of the City kept for that purpose at the office of the City Clerk or City Treasurer, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the City Clerk or City Treasurer, by the registered owner in person or his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the City Clerk duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The City shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Menasha, Calumet and Winnebago Counties, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of August 1, 2008.

CITY OF MENASHA,
CALUMET AND WINNEBAGO COUNTIES,
WISCONSIN

By: _____
Donald Markes
Mayor

(SEAL)

By: _____
Deborah A. Galeazzi
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

COPY
NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT D-1

NOTICE OF CALL*

Regarding

CITY OF MENASHA
CALUMET AND WINNEBAGO COUNTIES, WISCONSIN
\$2,425,000 TAXABLE BOND ANTICIPATION NOTES, DATED DECEMBER 15, 2004

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called by the City for prior payment on September 1, 2008 at the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
09/01/09	\$2,020,000	4.50%	586464YK9

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before September 1, 2008.

Said Notes will cease to bear interest on September 1, 2008.

By Order of the
Common Council
City of Menasha
City Clerk

Dated _____

* To be provided by facsimile transmission, registered or certified mail, or overnight express delivery to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 55 Water Street, 50th Floor, New York, NY 10041-0099, not less than thirty (30) days nor more than sixty (60) days prior to September 1, 2008 and to nationally recognized municipal securities information repositories (NRMSIRs), the MSRB and any other depositories.

** If the Notes are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed with the MSRB using Material Events Notice Cover Sheet available at http://www.msrb.org/msrb1/cdi/pdf/Generic_Cover_Sheet_and_Instructions.pdf.

EXHIBIT D-2

NOTICE OF CALL*

Regarding

CITY OF MENASHA
CALUMET AND WINNEBAGO COUNTIES, WISCONSIN
\$1,725,000 TAXABLE NOTE ANTICIPATION NOTES, SERIES 2006B, DATED JUNE 1, 2006

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called by the City for prior payment on September 1, 2008 at the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
09/01/09	\$1,725,000	5.65%	586464ZA0

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before September 1, 2008.

Said Notes will cease to bear interest on September 1, 2008.

By Order of the
Common Council
City of Menasha
City Clerk

Dated _____

* To be provided by facsimile or electronic transmission, registered or certified mail, or overnight express delivery to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 55 Water Street, 50th Floor, New York, NY 10041-0099, not less than thirty (30) days nor more than sixty (60) days prior to September 1, 2008 and to nationally recognized municipal securities information repositories (NRMSIRs), the MSRB and any other depositories.

** If the Notes are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed with the MSRB using Material Events Notice Cover Sheet available at http://www.msrb.org/msrb1/cdi/pdf/Generic_Cover_Sheet_and_Instructions.pdf

EXHIBIT E

Financial Advisory Agreement

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)



Wisconsin Public Finance
Professionals, LLC
P.O. Box 510038
New Berlin, WI 53151
(414) 434-9644
(262) 782-2481 Fax

Financial Advisory Agreement

City of Menasha, Calumet and Winnebago Counties, Wisconsin

\$4,715,000 Taxable General Obligation Promissory Notes - 2008

Wisconsin Public Finance Professionals, LLC ("WPFP") will perform financial advisory services for the City of Menasha, Calumet and Winnebago Counties, Wisconsin ("City") \$4,715,000 Taxable General Obligation Promissory Notes dated August 1, 2008 ("Obligations"). The City hereby retains WPFP as its Financial Advisor to perform the services listed below in accordance with the terms of this Financial Advisory Agreement.

1. Attend meetings as requested with Administration, Committees and Common Council to provide and explain information on various financial matters related to debt issuance, refinancing, tax incremental district analysis, financial flexibility, bond rating, and related State and Federal regulations.
2. Confer with City and utility administrative staff as to be completely familiar with the projects, tax incremental districts, and utilities. Based upon this research, tentative financing structures will be prepared and discussed.
3. Discuss with City's administrative staff the date, time and method of selling the Obligations.
4. Upon approval by the City of the structure of the financing, WPFP will coordinate the financing details and review legal documents prepared by the City's nationally recognized municipal bond attorney ("Bond Counsel") for the issuance of the Obligations.
5. Prepare City for a rating on the Obligations including coordinating and assisting in presentation to Moody's Investors Service, Inc. Financial information including audits, budgets, projections for the City, tax increment districts and utilities, as well as supporting economic information will be submitted to Moody's to secure the best investment rating possible.
6. Prepare and circulate a Near Final Official Statement describing the details of the Obligations and the City's economic/demographic and financial information to prospective underwriters and/or investors. As Financial Advisor, WPFP will assist the City with coordinating the sale of the Obligations.
7. WPFP will perform all services required to coordinate the completion of closing documents with the City's Bond Counsel, preparation of final amortization schedules, and preparation and distribution of the Final Official Statement. WPFP will also perform all services required to coordinate all participants to accomplish the closing of the financing and delivery of funds.
8. If the Obligations are issued to refund existing debt being redeemed prior to maturity, WPFP will, on behalf of the City, cause the timely notice of redemption as prepared by the City's Bond Counsel, to be provided at the times, to the parties and in the manner set forth in the Notice of Call.

9. WFPF shall gather and prepare the information to be contained in the Annual Report as required by the Continuing Disclosure Certificates executed by the City. WFPF shall file the Annual Report, on behalf of the City, as dissemination agent, with the appropriate nationally recognized municipal securities repositories.
10. WFPF will work with the City's Bond Counsel, whose fees will be paid by the City, and who will prepare the proceedings, provide legal advice concerning the steps necessary to issue the Obligations and issue an unqualified opinion approving the legality of the Obligations and their tax status.
11. WFPF will continuously monitor the City's existing debt for refunding potential.

The City acknowledges that advice and recommendations involve professional judgment on our part and that the results cannot be, and are not, guaranteed.

The City agrees to provide WFPF with information relating to the City, the security for the Obligations and other matters considered appropriate to perform our duties under this Agreement. The City acknowledges that we are entitled to rely on the accuracy and completeness of all information provided by the City on your behalf.

The City acknowledges that the City is responsible for the contents of the Near Final and Final Official Statement and is subject to and may be held liable under federal or state securities laws for misleading or incomplete disclosure.

The City assumes liability for WFPF's fee for services performed under this Financial Advisory Agreement in the amount of \$_____ which includes all necessary in-state travel expenses, printing and distribution of Official Statements, and general out-of-pocket expenses i.e. supplies and copying. The City is liable for fees and expenses of the City's Bond Counsel and rating agency fees.

This Agreement is subject to the special condition that the professional staff assigned to the City is Carol Ann Wirth.

This Agreement may be terminated by either party upon 30-day's written notice. This Agreement may be amended or modified only by a writing signed by both parties. This Agreement is solely for the benefit of the City and WFPF and no other person. WFPF may not assign this Agreement without the City's prior written consent.

WISCONSIN PUBLIC FINANCE
PROFESSIONALS, LLC

CITY OF MENASHA, CALUMET &
WINNEBAGO COUNTIES, WI

By _____
Carol Ann Wirth

By _____

Title _____

Date _____

Date _____